

203-011117-005

AGREEMENT NO. 203-011117-005

RECEIVED

'89 NOV 16 AM 11:35

FEDERAL MARITIME
COMMISSION
OFFICE OF THE SECRETARY

UNITED STATES/AUSTRALASIA INTERCONFERENCE
AND CARRIER DISCUSSION AGREEMENT

(2D EDITION)



FMC NO.: 203-011117

CLASSIFICATION: COOPERATIVE WORKING AGREEMENT

EXPIRATION DATE: NONE

LAST REPUBLICATION (EFFECTIVE) DATE: July 6, 1987

09140191

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
1.	Full Name of the Agreement.....	1
2.	Purpose of the Agreement.....	1
3.	Parties to the Agreement.....	1
4.	Geographic Scope of the Agreement.....	1
5.	Overview of Agreement Authority.....	1
6.	Official of the Agreement and Delegations of Authority.....	2
7.	Membership, Withdrawal, Readmission and Expulsion.....	3
8.	Voting.....	3
9.	Duration and Termination of the Agreement.	3
10.	Confidentiality.....	3
11.	Reservation of Rights; Independent Action.	4
APPENDIX A (Parties to the Agreement).....		App. A

ARTICLE 1 -- FULL NAME OF THE AGREEMENT

The full name of this Agreement is the United States/Australasia Interconference and Carrier Discussion Agreement.

ARTICLE 2 -- PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to promote service, stability and efficiency in the Trade (as defined in Article 4) by authorizing the parties to exchange information, to discuss matters of mutual interest and concern in the Trade, to reach non-binding consensus upon rates, rules, terms and conditions of common carrier service in the Trade, and to discuss and formulate cooperative service arrangements in the Trade.

ARTICLE 3 -- PARTIES TO THE AGREEMENT

The names and addresses of the parties to this Agreement are set forth in Appendix A hereof.

ARTICLE 4 -- GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement covers the trade (the "Trade") from all ports and interior and coastal points in the United States, via direct, transshipment or intermodal service, to all ports and interior and coastal points in Australia, New Zealand and the intermediate South Pacific islands, including Cook Islands, Fiji, New Caledonia, Vanuatu, Samoa Islands, Solomon Islands, Society Islands, Tonga, Kiribati, Tuvalu, and Papua, New Guinea.

ARTICLE 5 -- OVERVIEW OF AGREEMENT AUTHORITY

5.1. The parties, or any of them, are authorized, but not required, to meet, exchange information and discuss and reach consensus or agreement upon uniform or differential transportation rates, charges, classifications, rules, service items, freight forwarder compensation, practices and any other term or condition relating without limitation to any aspect of ocean transportation or common carrier service in the Trade, whether or not such rates, charges, classifications, etc. are required to be included in a tariff or a service contract. Matters subject to this authority include, but are not limited to, port-to-port rates, overland rates, port area intermodal rates, through rates, interior point intermodal rates and minilandbridge rates for service in the Trade. The parties are not authorized to publish a common tariff or service contract hereunder, and have no

a common tariff or service contract hereunder, and have no obligation to adhere, other than voluntarily, to any consensus or agreement reached under the authority of this Article 5.1. If any party shall decide not to adhere to any such consensus or agreement, it shall endeavor to promptly notify each other party of such decision.

5.2 The parties, or any of them, are authorized to meet, exchange information, and to discuss, negotiate and agree upon the formulation of any lawful agreement permitting the rationalization of service, equipment or capacity in all or any part of the Trade, by joint service, space charter, or otherwise; provided that no such agreement may become effective until all governmental conditions required to be fulfilled prior to its effectiveness shall have been fulfilled.

5.3 In furtherance of the foregoing, parties may meet together; may adopt administrative rules (including procedures for the conduct of meetings and the sharing of expenses incurred hereunder); may appoint committees with such authority as the parties shall delegate to them; may retain consultants or other third parties; may compile and distribute or exchange information relating to trade conditions, costs or revenues of the parties or other persons, or any other matter pertaining to the Trade; and may meet with shippers, shipper groups or other persons. Action under this Agreement (including adoption of any modification to this Agreement) may be taken at any meeting or by written or oral approval, but no modification of this Agreement may be adopted unless approved by all the parties hereto.

ARTICLE 6 -- OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

6.1 The parties may appoint a chairman and may employ administrative personnel, attorneys and other persons to perform services in connection with this Agreement and otherwise provide for administrative and housekeeping arrangements.

6.2 The following individuals each has the authority on behalf of the parties hereto to file this Agreement with the Federal Maritime Commission, and execute and file any modification to this Agreement agreed to by the parties and to submit any associated materials in support thereof, as well as the authority to delegate same:

(a) The Secretary of the Pacific Coast/Australia-New Zealand Tariff Bureau;

(b) The Chairman of the U.S. Atlantic & Gulf/Australia-New Zealand Conference; and

(c) Legal counsel for this Agreement and each of the carrier parties hereto.

ARTICLE 7 -- MEMBERSHIP, WITHDRAWAL, READMISSION AND
EXPULSION

(a) Any conference of ocean common carriers whose members provide service in the Trade, and any ocean common carrier providing service in the Trade, may hereafter become a party to this Agreement by signing the Agreement or a counterpart copy thereof.

(b) No party may be expelled from this Agreement against its will or otherwise terminated as a party except for abandonment of service. No expulsion shall become effective until a detailed statement setting forth the reasons therefor has been furnished to the expelled party.

(c) Any party may withdraw from this Agreement at any time upon 10 days' written notice to the other parties.

(d) No such change in membership shall become effective until the fulfillment of all governmental conditions required to be fulfilled prior to the effectiveness thereof.

ARTICLE 8 -- VOTING

Each party shall have one vote under this Agreement.

ARTICLE 9 -- DURATION AND TERMINATION OF THE AGREEMENT

This Agreement entered into force on July 6, 1987 and shall continue in effect indefinitely unless terminated by unanimous vote of the membership.

ARTICLE 10 -- CONFIDENTIALITY

Except as may be duly required by governmental regulations, compulsory process of law, or otherwise agreed, no party shall disclose to any person, except its own

representatives and its own or this Agreement's attorneys, the view or position of any party on any matter considered under this Agreement.

ARTICLE 11 -- RESERVATION OF RIGHTS; INDEPENDENT ACTION

Nothing in this Agreement is to be construed to (i) obligate any party to exchange information, participate in any activity, be or not be a party to any other agreement, or adhere to any position, without its consent; (ii) require adherence by any party for any period of time to any consensus or agreement reached hereunder; or (iii) limit the right of any party to continue or alter any tariff it publishes or to which it otherwise adheres, any service it provides, or any commercial practice in which it may engage; provided, however, that each party shall be liable for its share of the expenses incurred in carrying out this Agreement and assessed during the term of its membership.

APPENDIX A

The parties to the North America/Australasia Inter-conference and Carrier Discussion Agreement are as follows:

Conferences

Pacific Coast/Australia-New
Zealand Tariff Bureau
130 Battery Street, Suite 550
San Francisco, California 94111

U.S. Atlantic & Gulf/Australia-
New Zealand Conference
19 Rector Street
New York, New York 10006

Carriers

Blue Star Line, Ltd.
Albion House
Leadenhall Street 34135
London EC3A 1AR
England

Associated Container Transport
ation (Australia) Ltd.
136 Fenchurch Street
London EC3M 3DD
England

Hyundai Australia Direct Line,
a joint service of Hyundai
Merchant Marine Co., Ltd. and
Pacific Australia Direct Line,
a service of PAD Line Overseas,
S.A., pursuant to FMC Agreement
No. 207-011195
1515 S.W. 5th Avenue, Suite 1050
Portland, Oregon 97201

Ocean Star Container Line A.G.
Militaerstrasse E176
Zurich CH 8000
Switzerland

Hamburg-Sudamerikanische
Dampfschiffahrts-Gesellschaft
Eggert & Amsinck
Ost-West-Str. 59
2000 Hamburg 11
Federal Republic of Germany

Australia-New Zealand Direct
Line, a coordinated service
pursuant to FMC Agreement
No. 207-011144
456 Montgomery Street, 18th Fl
San Francisco, CA 94104

Nedlloyd Lines
Division Office West Coast
650 California Street
San Francisco, California 94104

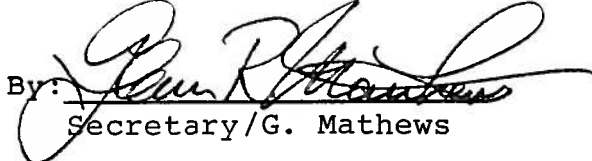
ScanCarriers
(Wilhelmsen Lines A./S.)
Roald Amundsen Gate 5
0161 Oslo 1
Norway

The North America/Australasia Interconference and Carrier Discussion Agreement (FMC No. 203-011117) is hereby modified and restated as set forth in the foregoing restated (2d Edition) of such Agreement.

IN WITNESS WHEREOF, the undersigned have executed this restated Agreement as of October 5, 1989.

CONFERENCES:

PACIFIC COAST/AUSTRALIA-NEW
ZEALAND TARIFF BUREAU

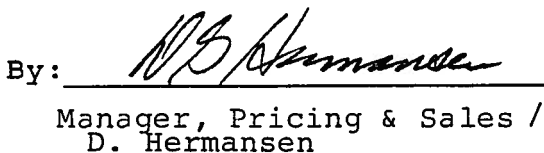
By: 
Secretary/G. Mathews

U.S. ATLANTIC & GULF/AUSTRALIA-
NEW ZEALAND CONFERENCE

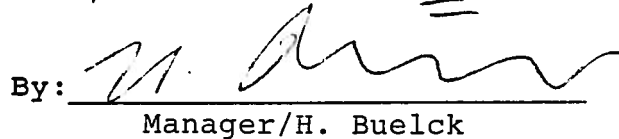
By: 
Chairman/T. Conroy, Jr.

CARRIERS:

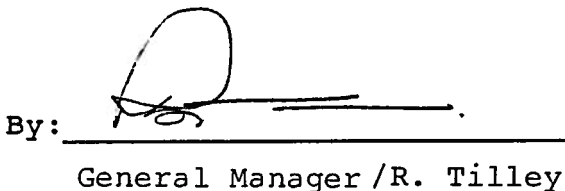
HYUNDAI AUSTRALIA DIRECT LINE,
a joint service pursuant to
FMC Agreement No. 207-011195

By: 
Manager, Pricing & Sales /
D. Hermansen

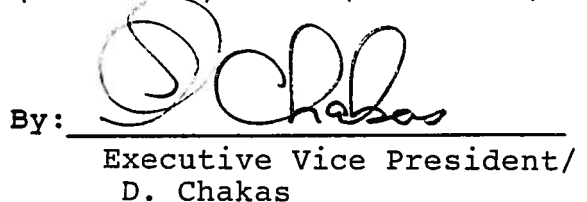
HAMBURG-SUDAMERIKANISCHE
DAMPFSCHIFFFAHRTS-GESELLSCHAFT
EGGERT & AMSINCK (Columbus
Line)

By: 
Manager/H. Buelck

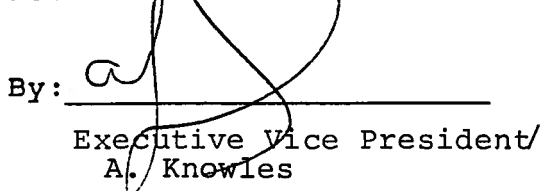
BLUE STAR LINE, LTD.

By: 
General Manager/R. Tilley

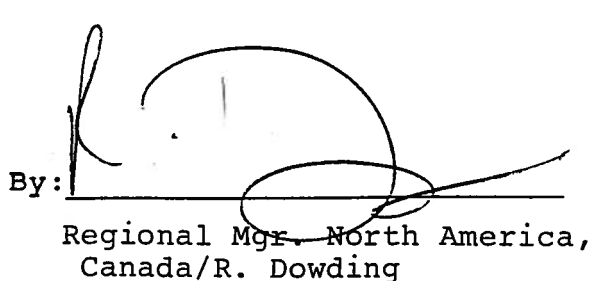
ASSOCIATED CONTAINER TRANSPORTAT
(AUSTRALIA) LTD. (Pace Line)

By: 
Executive Vice President/
D. Chakas

AUSTRALIA-NEW ZEALAND DIRECT
LINE, a coordinated service
pursuant to FMC Agreement
No. 207-011144

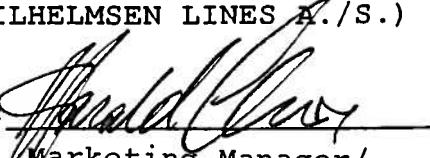
By: 
Executive Vice President/
A. Knowles

OCEAN STAR CONTAINER LINE A.G.

By: 
Regional Mgr. North America,
Canada/R. Dowding

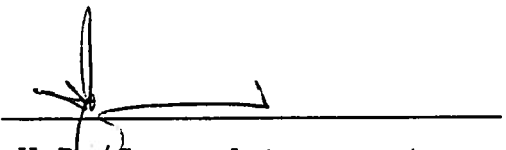
SCANCARRIERS
(WILHELMSSEN LINES A./S.)

By:


Marketing Manager/
H. Cleve

NEDLLOYD LINES

By:


V.P./General Manager/
H. Pouderoyen